

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Itech Hockey, Inc.		09/22/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	123 Front Street West, Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	COMPANY: CANADA
Name:	General Electric Capital Corporation, as US Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3331028	AXIS
Registration Number:	2613364	BETTY
Registration Number:	2523125	FLY WEIGHT
Registration Number:	2192838	HI-LO
Registration Number:	3459103	I AM A GOALIE
Registration Number:	3199767	INTAKE
Registration Number:	1980650	ITECH
Registration Number:	2302290	M

CH \$390.00 3331028

Registration Number:	2706836	M-1
Registration Number:	2866915	M-2
Registration Number:	2705630	PROFILE
Registration Number:	2783253	PITCH
Registration Number:	2323531	MISSION
Registration Number:	2211348	MISSION
Serial Number:	78680385	MISSION FUEL

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-00286

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 10/08/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2008, is made by Mission Itech Hockey, Inc., a Delaware corporation (the "Grantor"), in favor of GE Canada Finance Holding Company ("GE Canada"), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the "Canadian Agent") for the Canadian Lenders, the Canadian Swingline Lender, the Canadian L/C Issuer (each as defined in the Credit Agreement referred to below) and General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent"; and together with the Canadian Agent, the "Agents") for the US Lenders, US L/C Issuer and US Swingline Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 16, 2008 (as amended by an amendment to credit agreement dated as of April 16, 2008, and as further amended by a second amendment to credit agreement dated as of the date hereof (the "Second Amendment"), and as the same may be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among KBAU Acquisition Canada, Inc. (predecessor to Nike Bauer Hockey Corp.), as the Canadian Borrower, KBAU Holdings US, Inc. (predecessor to Nike Bauer Hockey U.S.A., Inc.), as the US Borrower (and together with the Canadian Borrower, the "Borrowers"), the Lenders, the L/C Issuers from time to time party thereto, the Swingline Lenders from time to time party thereto, GE Canada, the Agents, GE Capital, the US Swingline Lender and initial US L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Joinder Agreement dated as of the date hereof, to become a party to that certain Guaranty and Security Agreement dated as of April 16, 2008 in favor of the Agents (collectively, the "Guaranty and Security Agreement"), and to guaranty the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Second Amendment and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Agents as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agents for the benefit of the Secured Parties, and grants to the Agents for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks including, without limitation, those Trademarks set forth on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agents pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

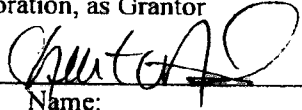
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MISSION ITECH HOCKEY, INC., a Delaware corporation, as Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____
Name:
Title:

Trademark Security Agreement

TRADEMARK
REEL: 003867 FRAME: 0450

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

MISSION ITECH HOCKEY, INC., a Delaware corporation, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: 
Name: _____
Title: **COLIN WOODYARD**
DULY AUTHORIZED SIGNATORY

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MISSION ITECH HOCKEY, INC., a Delaware corporation, as Grantor


By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as US Agent

By: 
Name: Mark Birkett
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Title	Application No.	Application Date	Registration No.	Registration Date
AXIS	78627472	5/11/05	3331028	11/6/07
BETTY (Class 28)	76/152,382	10/24/00	2,613,364	8/27/02
FLY WEIGHT (Class 28)	75/681,354	4/13/99	2,523,125	12/25/01
HI-LO (Class 28)	75/264,068	3/26/97	2,192,838	9/29/98
I AM A GOALIE	77/174,568	5/7/07	3459103	6/1/08
INTAKE	78/680,389	7/28/05	3199767	1/16/07
ITECH	74616068	12/28/94	1980650	6/18/96
M & Design (Flying M) (Class 28)	77/303,316	10/12/07		
M & Design (Flying M) (Class 28)	75/648,280	7/27/98	2,302,290	12/21/99
M-1 (Class 28)	76/414,492	6/3/02	2,706,836	4/15/03
M-2 (Class 28)	78/292,843	8/27/03	2,866,915	7/27/04
MISSION FUEL	78/680385	7/28/05		
MISSION M	77,303,322	10/12/07		
PROFILE	75/259,575	2/17/99	2705630	4/15/03
PITCH	78/126,651	5/6/02	2783253	11/11/03
MISSION (Class 25)	75/575,386	10/23/98	2,323,531	2/29/00
MISSION (Class 28)	74/624,947	1/24/95	2,211,348	12/15/98
MISSION	77302810	10/12/07		
MISSION LACROSSE	77303324	10/12/07		
NME	77417454	3/10/08		
WICKED LIGHT	78820636	2/22/06		
INFINITY FLEX	77/558917	8/29/08		

Trademark Security Agreement

TRADEMARK

RECORDED: 10/08/2008

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